

Exhibit A



CORPORATION SERVICE COMPANY®

Notice of Service of Process

TMM / ALL
Transmittal Number: 13028162
Date Processed: 10/07/2014

Primary Contact: Pamela Hoff
The Travelers Companies, Inc.
385 Washington Street, MC 515A
Saint Paul, MN 55102

Entity:	Travelers Casualty Insurance Company of America Entity ID Number 2317367
Entity Served:	Travelers Casualty Company of America
Title of Action:	Paul Groves vs. Travelers Casualty Company of America
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court/Agency:	Mahoning County Court of Common Pleas, Ohio
Case/Reference No:	14CV2352
Jurisdiction Served:	Ohio
Date Served on CSC:	10/06/2014
Answer or Appearance Due:	28 Days
Originally Served On:	CSC
How Served:	Certified Mail
Sender Information:	Scott R. Cochran 330-743-6300

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To avoid potential delay, please do not send your response to CSC
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Court of Common Pleas, Mahoning County
120 Market Street
Youngstown, Ohio 44503

S U M M O N S O N C O M P L A I N T

Rule 4 Ohio Rules of Civil Procedure
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Case No. 2014 CV 02352

PAUL GROVES
2500 MARKET STREET
YOUNGSTOWN, OH 44507

-vs-

TRAVELERS CASUALTY CO OF AMERICA
CSC-LAWYERS INC SERVICE, STAT AGENT
50 WEST BROAD STREET, SUITE 1800
COLUMBUS, OH 43215

TO: TRAVELERS CASUALTY CO OF AMERICA
CSC-LAWYERS INC SERVICE, STAT AGENT
50 WEST BROAD STREET, SUITE 1800
COLUMBUS, OH 43215

Defendant

To the above named defendant(s): (See attached complaint for additional parties)

You are hereby summoned that a complaint (a copy of which is hereto attached and made a part hereof) has been filed against you in this court by the plaintiff(s) named herein.

You are required to serve upon the plaintiff('s') attorney, or upon the plaintiff(s) if he/she/they has/have no attorney of record, a copy of your answer to the complaint within 28 days after service of this summons upon you, exclusive of the day of service. Said answer must be filed with this court within three (3) days after service on plaintiff(s) attorney.

The name and address of the plaintiff('s') attorney is as follows:

SCOTT R COCHRAN
19 E FRONT STREET
YOUNGSTOWN OH 44503

If you fail to appear and defend, judgment by default will be taken against you for the relief demanded in the complaint.

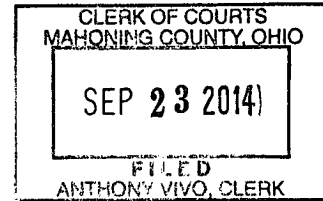
ANTHONY VIVO
Mahoning County Clerk of Courts

September 30, 2014

By: N. Dascenzo
Deputy Clerk

Summons issued to additional defendants:

IN THE COURT OF COMMON PLEAS
MAHONING COUNTY, OHIO



PAUL GROVES
2500 Market Street
Youngstown, Ohio 444507

CASE No. 14CV2352

Vs.

JUDGE SWEENEY

Travelers Casualty Company of America
CSC-Lawyers Incorporation Service, Statutory
Agent
50 West Broad Street, STE 1800
Columbus, Ohio 43215

Complaint for Breach of
Contract, Specific
Performance and Bad
Faith

CLAIM ONE: BREACH OF CONTRACT

1. This Complaint is filed pursuant to RC Chapter 2721, and Rule 57 of the Ohio Rules of Civil Procedure.
2. Defendant Travelers Casualty Company of America ("Travelers") is an insurance company providing insurance in the State of Ohio, with a place of business located at 6150 Oak Tree Boulevard, Independence, Ohio.
3. Plaintiff, Paul Groves is an insured under Travelers Policy No. IS680-3743X790 , a copy of which is attached.
4. Plaintiff Paul Groves owns and operates two businesses, AAA Customs (an auto repair and customization shop) and High Powered Armory (gunsmith's shop), both of which are located at 2500 Market Street, Youngstown, Ohio.
5. On September 23, 2012 a hole was drilled into the roof of 2500 Market Street and a significant amount of guns, gun accessories, and gun repair items were stolen. To date, some but not all of the guns, accessories and repair items have been recovered by Youngstown Police and the ATF.

6. In the fall and winter following the robbery, Plaintiff paid for temporary repairs on the roof to prevent or mitigate ice, snow, and/or rain damage to the interior of 2500 Market Street. Plaintiff has not been compensated for these expenses to date.

7. Despite Plaintiff's attempts to mitigate his damages, there were times when the business was closed due to water intrusion caused by the failure to permanently repair the roof.

8. As a result of the incident on September 23, 2012, Plaintiff suffered substantial monetary losses due to the water damage caused by water intrusion into the building from the roof. In addition, plaintiff has suffered from loss of business due to being unable to operate the business because of water in the interior.

9. The Plaintiff has demanded payment from the Defendant pursuant to the insurance contract and the Defendant has refused to pay the amount of damages incurred.

10. Defendant Travelers has breached its contractual obligations to the Plaintiff herein by failing to pay for damages to the building in an amount up to the policy limit for replacement of the building in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00); damages and loss of business personal property up to the policy limits of One Hundred Thousand Dollars (\$100,000.00); and loss of business income in an amount to be determined.

CLAIM TWO: FOR DECLARATORY JUDGMENT
AND FOR SPECIFIC PERFORMANCE

11. Plaintiff restates paragraphs One (1) through Ten (10) as if fully rewritten herein.

12. Pursuant to the provisions of O.R.C. Section 2721.02, the Court of Common Pleas has jurisdiction to construe and apply the provisions of the Travelers policy in issue, to mandate the coverage under the business owner's policy as required by the terms of the contract, and, through declaratory judgment, to further determine the respective rights and legal obligations of each of the parties hereto arising out of said business owner's policy coverage, including without limitation, a determination of each of the following issues:

- a. The existence and extent of insurance coverage;
- b. The extent of the limits of said coverage as required under the Policy;
- c. A determination of which terms and provisions of the subject policy are valid and enforceable under applicable law, if any, and which are not.
- d. The amount of damages to compensate the Plaintiffs.

13. Plaintiff states that said declaratory judgment is necessary to terminate the present controversy with Defendant Travelers and to remove any uncertainty as to the amount of damages.

14. Plaintiff further alleges by way of the alternative, that pursuant to the terms and provisions of the Travelers, and under applicable law, Plaintiff has a clear right to coverage afforded by the policy and will sustain irreparable harm if same is not paid to him.

15. Plaintiff is thereby entitled to specific performance of the coverage afforded by the Travelers and injunctive relief from the Court ordering that coverage be extended to

Plaintiff for his claims cognizable under Ohio law, together with contract interest thereon computed from the date of the subject accident.

16. Plaintiff further requests, pursuant to Civil Rule 57, that his action for declaratory judgment be advanced for trial on the docket of this Court, on the earliest convenient date.

CLAIM THREE: BAD FAITH DENIAL BY
TRAVELERS

17. Plaintiff restates paragraphs One (1) through Sixteen (16) as if fully rewritten herein.

18. Defendant Travelers owes a duty of good faith to its insured's in the handling of claims and payment of claims.

19. The Plaintiff is an insured under the Travelers policy.

20. Defendant has breached its duty of good faith to the Plaintiff by refusing to pay Plaintiff's claims pursuant to the existing insurance contract.

21. There is no reasonable justification for the Defendant, United Services Automobile Association's refusal to pay the claim.

22. The Defendant's bad faith has caused the Plaintiff compensatory damages.

23. The Defendant's conduct was willful, wanton and malicious.

WHEREFORE, on Count One, Plaintiff requests a Judgment against Defendant Travelers in an amount in excess of Twenty Five Thousand Dollars, representing compensation for the damage and repairs to the business, the loss of items due to the robbery, and the loss of business caused by the failure to timely address the roof damage and subsequent interior damage, including attorney's fees, interest and costs.

WHEREFORE, at to Count Two, Plaintiff requests that a Declaratory Judgment be entered in his favor, declaring as follows:

- (1) That Paul Groves, AAA Customs and High Powered Armory are insured as defined by the Traveler's policy.
- (2) That Plaintiff, Paul Groves, is entitled to full compensation for the total amount of her damages suffered, including a Declaration as to the amount of said damages.
- (3) That the Plaintiff is entitled to prejudgment interest from the date that the claim arose, or as soon thereafter as the Court deems the claim due.
- (4) That the Plaintiff is entitled to reasonable attorney's fees as well as recovery of the costs incurred herein.
- (5) For such other further relief as is supported by the evidence.

WHEREFORE, on Count Three, Plaintiff requests a Judgment against Defendant Travelers in an amount in excess of Twenty Five Thousand Dollars (\$25,000.00) and other compensatory damages attributed to their breach of contract including attorney's fees, interest and costs along with punitive damages in an amount in excess of Twenty Five Thousand Dollars (\$25,000.00)

Respectfully submitted,



Scott R. Cochran (#0065497)
Attorney for Plaintiffs
19 E. Front Street, Suite 1
Youngstown, Ohio 44503
(330) 743-6300
(330 743-6323 facsimile
scochran@atwaycochran.com

INSTRUCTIONS FOR SERVICE

Please issue a Summons and serve the Summons and a copy of the Complaint upon the Defendant at the address in the caption, by certified U.S. Mail.



Scott R. Cochran 0065497

IF UNDELIVERABLE RETURN TO
ANTHONY VIVO
Mahoning County Clerk of Courts
120 Market Street, Youngstown, Ohio 44503-1756

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PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD HERE TO SEAL.

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TRAVELERS CASUALTY CO OF AMERICA
CSC-LAWYERS INC SERVICE, STAT AG
50 WEST BROAD STREET, SUITE 180
COLUMBUS, OH 43215

